

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 160	3. EFFECTIVE DATE August 1, 2008	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS31	7. ADMINISTERED BY (If other than Item 6) Brenda F. Tate (256) 544-7673 Phone (256) 544-8993 Fax Brenda.F.Tate@nasa.gov		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C 10B. DATED (SEE ITEM 13) 1/1/04		
CODE CAGE- 0T5L1	FACILITY CODE SAP- 103429	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total			\$39,808,747			\$961,057,237
This Modification	(b)(4)		0	(b)(4)		(\$3,054,279)
Rev. Base Total			\$39,808,747			\$958,002,958

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Jill C. Watkins, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rhoney Triplett, Jr., Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 8/1/08	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 8-1-08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

DEOBLIGATION PLI 248/ALI 490	(\$38,478)
DEOBLIGATION PLI 246/ALI 140	(\$13,898)
DEOBLIGATION PLI 216/ALI 100	<u>(\$3,001,903)</u>
TOTAL DEOBLIGATION	(\$3,054,279)

The purposes of this modification are to: (A) incorporate changes to Attachment J-1, Performance Work Statement (PWS), as Section 3.17, Agency-wide IT Network Management Strategy and Initiatives ; and (B) definitize the Contractor's proposal SAIC-P-048 Revision 2, entitled "Agencywide IT Network Initiatives" dated August 1, 2008, and submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-08-324 dated July 1, 2008. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total potential Estimated Cost is increased by (b)(4) (from (b)(4) for Option Year 2 as reflected in CLIN 005 in paragraph (a). The total Potential Award Fee is increased by (b)(4) for Option Year 2 reflected as CLIN 005 in paragraph (a). These amounts are based on the following breakouts:

SAIC-P-048 Revision 2

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
07/01/08 - 12/31/08	(b)(4)	

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
CLIN 005	(b)(4)	

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.

- C. Under Section B, Clause B.6, Contract Funding, an amount of \$3,054,279 is deobligated from the contract (from \$961,057,237 to \$958,002,958). As a result, the funded through date is changed to December 24, 2008.
- D. Under Section B, Clause B.6, Contract Funding, an amount of (b)(4) is removed from Estimated Cost and (b)(4) is allocated to Provisional Award Fee in order to provisionally fund (b)(4) of the Potential Award Fee for the period 7/01/08 to 12/31/08 and to reflect the deobligation of (b)(4). Contractor billing of provisional award fee for any period shall not exceed (b)(4) of the Potential Award Fee Pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITS Fee Determination Official. This action results in the revised coverage date of December 24, 2008.
- E. Attachment J-1, Performance Work Statement, PWS Section 3.17, Agency-wide IT Network Management Strategy and Initiatives, page J-1-54-A, is hereby incorporated to reflect the effort definitized by this action.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$994,620 (from \$965,667,183 to \$966,661,803) in recognition of the actions taken in (A) above.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2 (Mod. 159)
B-3 (Mod. 159)
B-5 (Mod. 159)
B-8 (Mod. 159)
N/A

Page(s) Added

B-2 (Mod. 160)
B-3 (Mod. 160)
B-5 (Mod. 160)
B-8 (Mod. 160)
J-1-54-A (Mod. 160)
J-7, Supplement 28 (Mod. 160)

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

Contract
Change Identification
Modification No. 160

NASA/MSFC
Letter Request for Proposal
PS31-J/AA02C-08-324
dated July 1, 2008

Contractor
Proposal Number

SAIC proposal
SAIC-P-048, dated July 10, 2008

SAIC proposal
SAIC-P-048, Revision 1
dated July 28, 2008

SAIC proposal
SAIC-P-048, Revision 2
dated August 1, 2008

- I. All other terms and conditions of contract NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	(b)(4)	(b)(4)	\$2,696,331	(b)(4)
Base Year 1	7/1/04 - 12/31/04			\$4,851,221	
Base Year 2	1/1/05-6/30/05			\$4,910,402	
Base Year 2	7/1/05 - 12/31/05			\$5,162,909	
Base Year 3	1/1/06-6/30/06			\$5,301,669	
Base Year 3	7/1/06 - 12/31/06			\$5,385,246	
TOTAL Base				\$28,307,778	
Option Year 1	1/1/07-6/30/07			\$5,659,411	
Option Year 1	7/1/07 - 12/31/07			\$5,841,558	
TOTAL Opt. 1					
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL			\$39,808,747	

* AF denotes Award Fee
 ** SF denotes Subjective Fee
 ***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				

001****	1	Job	(b)(4)	
---------	---	-----	--------	--

			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				
003	1	Job	(b)(4)	
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000 (Exercised)

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)				
005*	1	Job	(b)(4)	

			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006**/**	1	ID/R	\$0	\$500,000 (Exercised)

* No costs against CLINS 005 and 006 shall be expended prior to 1/1/08.
 **The actual value of CLIN 006 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITED CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	(b)(4)	\$270,275	(b)(4)
	3/31/04- 6/30/04		\$2,426,056	
Base Year 1	7/1/04 - 12/31/04		\$4,851,221	
Base Year 2	1/1/05-6/30/05		\$4,910,402	
Base Year 2	7/1/05 - 12/31/05		\$5,162,909	
Base Year 3	1/1/06-6/30/06		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06		\$5,385,246	
Option Year 1	1/1/07-6/30/07		\$5,659,411	
Option Year 1	7/1/07 - 12/31/07		\$5,841,558	
Option Year 2	1/1/08-6/30/08			
Option Year 2	7/1/08 - 12/31/08			

* AF denotes Award Fee ** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

<u>Period</u>	<u>Rate</u>
1/1/04 - 12/31/04	(b)(4)
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	
1/1/07 - 12/31/07	
1/1/08 - 12/31/08	

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
1/1/04 to 12/31/04	(b)(4)
1/1/05 to 12/31/05	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through December 24, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Base Fee			
Provisional Award Fee (Funded at (b)(4))			
Award Fee Earned	<u>\$39,808,747</u>	<u>\$0</u>	<u>\$39,808,747</u>
Total Sum Allotted	\$961,057,237	(\$3,054,279)	\$958,002,958

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

3.17 Agency-wide IT Network Management Strategy and Initiatives

The contractor shall support the NASA Network Consolidation Initiative strategies for IT management. In support of this endeavor, the contractor shall:

1. Strengthen the network perimeter by establishing and fortifying the NASA network perimeter and associated services to facilitate collaboration across the Agency in a secure manner. The contractor shall also implement the OMB trusted Internet Connection mandate, establish an Agency DMZ, and terminate all partner connections within the DMZ.
2. Build out the Intranet by designing and implementing an Intranet, Extranet, DMZ, and associated services to facilitate collaboration across the Agency in a secure manner. The new UNITEs services include a zoned security architecture model providing firewall, proxy server, and border router management and support to each NASA center.
3. Provide centralized network management by designing, developing, and operating a centralized network management capability for the Agency. The contractor shall also provide network visibility of Center LAN resources and after-hours monitoring and dispatch support for ODIN centers.

Pages 10 through 14 redacted for the following reasons:

(b)(4)